

ORDINANCE NO. 22-3681

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH THE SOUTHWEST OHIO REGIONAL
TRANSPORTATION AUTHORITY TO PROVIDE \$357,000 OF FUNDING FOR PLAINFIELD
ROAD FOR THE VILLAGE OF SILVERTON, AND DECLARING AN EMERGENCY**

WHEREAS, the Southwest Ohio Regional Transportation Authority ("SORTA") has made available approximately \$30 million in competitive grants from the new Transit Infrastructure Fund Program approved by the voters in 2020; and

WHEREAS, the Village of Silverton applied for and received \$357,000 in funding from this program to resurface Plainfield Road between Montgomery Road on the north and Diehl Avenue to the south; and

WHEREAS, the parties desire to enter into an agreement that will set forth the terms and policies governing the provision of expending these grant funds.

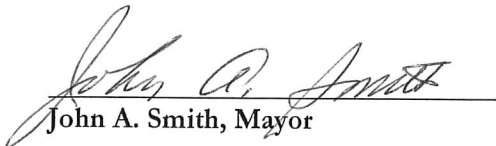
NOW THEREFORE, BE IT RESOLVED by the Village Council of Silverton, that:

SECTION I. The Village Manager is hereby authorized to enter into an agreement, attached hereto as Exhibit A, with SORTA setting forth the terms and conditions governing the expenditure of Transit Infrastructure Fund Program dollars in 2022.

SECTION II. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the Village of Silverton and its residents; the reason for the emergency being the need to authorize the Village Manager to sign this agreement so that the Village can obtain the funding at the earliest possible time. Therefore, this Ordinance shall take effect and be in force from and after its passage.

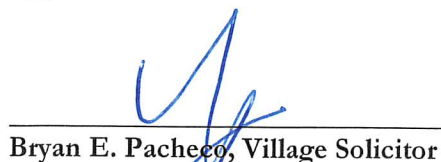
PASSED this 6th day of January, 2022.

ATTEST:


John A. Smith, Mayor

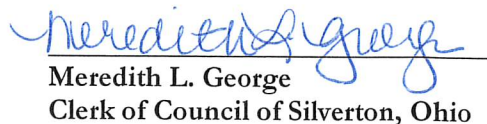

Thomas M. Carroll, Village Manager

Approved as to form:


Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 22-3681 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing Jan 7, 2022.


Meredith L. George
Clerk of Council of Silverton, Ohio

PROJECT GRANT AGREEMENT

Transit Infrastructure Fund

Round 1

Grantee(s)					
Grantee(s):		Grant No.:			
Project Site Address:					
City:		State:	Ohio	Zip:	
Project Local Jurisdiction:		Effective Date:	__/__/2021		
Project County:	Hamilton	Construction Commencement Date:	No later than __/__/202__		
Grant Funds:	Up to \$	End Date:	12/31/20__		
Reimbursement Percentage:	__% [Not to exceed 90%]	Integrating Committee Approval Date:			
Project Contact					
Grantee Contact:	---	Title:			
Address:					
City:		State:	Ohio	Zip:	
E-Mail:					
Phone Number:		Fax Number:			

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **Southwest Ohio Regional Transit Authority (“Grantor”)** and **Grantee(s)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with general construction or maintenance of roads or bridges at the Project Site listed above (the “**Project**”) and related to the provision of service by the Grantor. Grantor’s authorized representative shall be the Transportation Infrastructure Fund Liaison Officer (the “**TIFLO**”) or such individual authorized in writing by the Grantor’s Chief Executive Officer. This Agreement incorporates by reference the (a) “**Scope of Work,**” which is attached as Exhibit I; (b) the Transit Infrastructure Fund Applicant Guidelines Rules and Regulations Round 1 (Program Year 2021); (c) Grantee’s Application for Financial Assistance; and (d) those items set forth on the Grantee’s Transit Infrastructure Fund – Applicant Submission Checklist; provided, however, that if there is a conflict among this Agreement and any of those items, the Agreement will control followed by items (a) – (d) in that order of priority.

RECITALS

- A. Section 306.353 of the Ohio Revised Code (the “**ORC**”) provides the Grantor authority to levy a tax in accordance with ORC Section 5739.023 to fund construction or maintenance of roads or bridges related to the Grantor’s services.
- B. The Grantor will submit this Agreement for approval to the District Two Public Works Integrating Committee of Hamilton County (the “**Integrating Committee**”).
- C. The Integrating Committee will review and approve or deny Agreements submitted to it at least annually.
- D. The Grantor may expend Grant Funds only as authorized in an approved Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN AND THE RECITALS SET FORTH ABOVE, WHICH ARE HEREBY INCORPORATED AS IF SET FORTH BELOW, GRANTOR AND GRANTEE AGREE AS FOLLOWS:

1. Project Funding.

- (a) Transit Infrastructure Fund Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds and the timing listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of constructing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.
- (c) Budget or Funding Reductions. Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor’s current or anticipated funding levels for the Transit Infrastructure Fund be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in Project expenditure commitments outlined on Exhibit I of this Agreement.
- (d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual

agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. **Payment of Grant Funds.** Grantor shall disburse the Grant Funds on a payment or reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing costs or expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon the Reimbursement Percentage of the actual eligible Project costs listed on the table above (the “**Reimbursement Percentage**”). Grantor shall be the sole judge of, and shall reasonably determine, the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, receipts and/or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a disbursement request. With each disbursement request, Grantee reaffirms its representations and warranties included in this Agreement. A sample Disbursement Request Form is attached as Exhibit II.

3. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. **Agreement Deadlines and Term.**

(a) **Project Completion.** Grantee shall complete or cause completion of the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the “**Term**”), provided, however, that a Closeout Report and final Annual Report (as defined herein) will continue to be required to be submitted whether prior to or following the End Date, as will the obligations of section 8(a).

5. **Additional Project Requirements.** Construction must commence no later than one (1) year from the date of this Agreement unless otherwise approved in writing by the TIFLO. Failure

to meet Project schedules submitted with Grantee's application may result in termination of this Agreement at the sole discretion of Grantor. The minimum useful life for any Project is seven (7) years. Only construction and construction contingency costs are eligible costs. Ineligible costs include expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: (a) ornamental plants (other than trees) or structures; (b) decorative signs and other decorative items; (c) construction engineering and management; and (d) limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

6. Non-Discrimination.

(a) DBE and Minority Hiring Goal. Grantee agrees to abide by any Disadvantaged Business Enterprise or similar applicable requirement, policy or workforce goals of Grantor, the State of Ohio and the United States for the Project.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting.

(a) Performance Reports. Grantee shall submit to Grantor Quarterly Reports and an Annual Report in the format required by Grantor (respectively, the "**Quarterly Reports**" and the "**Annual Report**"). Each Quarterly Report will provide an update on the construction progress during that quarter in narrative form, together with such information as Grantor requests. Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project. Quarterly Reports and Annual Reports shall be submitted by Grantee for each quarter or year (or part of a year) during which this Agreement is in effect and each Quarterly Report shall be received by Grantor no later than fifteen days following the end of the calendar quarter (with reports due April 15, July 15, October 15 and January 15) and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) Closeout Report. Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "**Closeout Report**") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) a summary of the impact the Grant

Funds had on the operations of Grantee and/or the community nearby; and (iv) any additional information the Grantor may reasonably request regarding the Project.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to execute binding agreements on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor's effective administration of this grant. If Grantee fails to submit any Quarterly Report, Annual Report or Closeout Report, and such breach continues uncured for more than 30 days, Grantor, in addition to its remedies under Section 10(b), may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Quarterly Report, Annual Report or Closeout Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records as are required by Grantor in Section 7(a) above and all relevant supporting documentation. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than two (2) days prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations, including but not limited to, as applicable, ORC Chapter 153.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC § §

102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Additional Representations and Warranties. Grantee represents and warrants to Grantor that entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee. Grantee has complied with all procedures, prerequisites and obligations for the Project's application and approval under section 306.353 of the ORC, and all statements made in connection with Grantee's application and other submissions to Grantor remain true and correct as of the date hereof. Grantee is a county, municipal corporation or township located within the Grantor's territorial boundaries.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of ORC Chapter 4115. To the extent applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements related to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC § 149.43 and are open to public inspection unless a legal exemption applies.

10. **Default and Remedies.**

(a) **Default.** Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the TIFLO and Grantee and such default continues beyond any applicable period of cure or grace.

(b) **Remedies.** Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) **Demand Repayment of Grant Funds.** If Grantee fails to complete or cause completion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds received by Grantee.

(iii) **Determine Grantee Ineligible for Future Awards.** Grantor may determine that, due to Grantee’s breach of this Agreement, that Grantee will be ineligible for future Transit Infrastructure Grant awards.

(iv) **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) **Remedies Cumulative.** No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) **Early Termination.** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, or (v) has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.

(e) **Effects of Termination.** Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total

expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the TIFLO and any person performing services or supplying any equipment, materials, goods, or supplies of the Project to Grantee sufficient to impose upon the TIFLO or Grantor any obligation hereunder. The Grantee shall be responsible for Grantee's use or application of the funds being provided by the TIFLO and the Grantee's construction or management of the Project.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the ORC including, without limitation, Section 306.353, have been complied with, and until such time as all funds have been made available and are forthcoming from the Transit Infrastructure Fund. In the event such funds become unavailable, or the Integrating Committee does not approve this Agreement, then Grantor shall have no further obligations hereunder.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Southwest Ohio Regional Transit
Authority
Attn: Darryl Haley, CEO
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

If to Grantee:

To the Grantee Contact and address as set
forth on page one of this Agreement.

And a copy to the Transportation
Infrastructure Fund Liaison Officer

Attn: _____
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

14. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Hamilton County, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the TIFLO involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Hamilton County, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Counterpart Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(m) Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the “**Delayed Party**”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party’s performance obligation for the duration of the event, but does not excuse it. “**Force Majeure Event**” means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemic or pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Roadwork Project or over a party’s operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

(n) Project Sign. Grantee shall erect a sign on the Project Site, at Grantee’s cost, acknowledging the Grantor’s role in the Project, provided that the location thereof shall be agreed upon mutually by the Grantor and the Grantee. The sign shall be at least six (6) feet by four (4) feet and be at least four (4) feet above the ground.

[signature page follows]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

Southwest Ohio Regional Transit Authority

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT I

Scope of Work

Pursuant and subject to Section 306.353 of the Ohio Revised Code, on December __, 2021, the Integrating Committee approved the Southwest Ohio Regional Transit Authority's request to approve the attached Agreement and provide the Grant Funds set forth on the first page of the Agreement for costs associated with the completion of public roadwork and bridgework improvements in support of the Grantor's provision of services. Subject to the terms and conditions in the Agreement, Grantor is offering a grant from the Transit Infrastructure Fund for up to \$ _____, covering up to [90%] percent of the total eligible road and bridge costs.

Transit Infrastructure Fund grants are awarded for public roadwork and bridge general construction or maintenance related to the Southwest Ohio Regional Transit Authority's provision of services. Eligible costs include only construction and construction contingency costs. Ineligible costs include: expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: ornamental plants (other than trees) or structures; decorative signs and other decorative items; construction engineering and management; and limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

[EXAMPLE In order to assist the _____ Project, roadwork will consist of an overlay repair to include milling 1.5 inches of existing pavement, with a subsequent overlay of approximately 3 inches of new payment, graded and feathered to enhance drainage.]

Project Improvement Costs	\$
Total Eligible Improvement Costs	\$
Transit Infrastructure Fund Assistance	\$ [based on __%]

EXHIBIT II

**Disbursement Request Form
[SAMPLE ONLY, SUBJECT TO CHANGE]**

<u>Reimbursement Amount</u>	<u>Description of Eligible Project Costs</u>	<u>Form of Supporting Document(s) Attached</u> (Invoice, purchase agreement, pay application, and other evidence of eligible costs incurred)
\$		
<u>TOTAL REIMBURSEMENT REQUESTED:</u>	\$	<u>Date Submitted:</u>

To: Southwest Ohio Regional Transit Authority

Attention: TIFLO (_____)

Subject: Disbursement Request pursuant to the terms of the Transit Infrastructure Fund Project Grant Agreement dated _____, 202_ (the "Agreement"), by and between the Southwest Ohio Regional Transit Authority [Grantor] and _____ ("Grantee").

You are hereby requested to approve the amount of [\$_____] as an eligible cost for the purposes set forth in the above schedule. Unless otherwise defined herein, all capitalized terms set forth but not defined in this "Disbursement Request Form" have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Grantee does hereby certify on behalf of the Grantee that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Disbursement Request Form;

2. The disbursement herein requested is for an obligation properly incurred, is a proper charge as a cost of the eligible costs of the Project (as defined in the Agreement), and has not been the basis of any previous reimbursement request submitted to any party;
3. The Grantee is in compliance with all provisions and requirements of the Agreement and re-affirms all representations and warranties therein as of the date hereof;
4. The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
5. The Grantee has, or the appropriate parties on the Grantee's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the good or services related to the eligible costs of the Project or any part thereof which warranties have vested in the Grantee;
6. The Grantee is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials in connection with the Project for which reimbursement is requested pursuant to this written requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this _____ day of 20__.

GRANTEE

By: _____
Name; Title

Date: _____